

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 19, 2006

Division : Budget & Finance

Bulk Item: Yes X No

Department: OMB

AGENDA ITEM WORDING:

Approval to extend the existing contract with Keys Security Inc. on a month-to-month basis, with the new rate of \$16.00 per hour, and approval to advertise for sealed bids for security patrols and services to the Duck Key Security District .

ITEM BACKGROUND: Our existing agreement allows the County an option to renew the agreement for two (2) additional one (1) year term, but the current contract does not allow for an increase thus this has to be re-bid. Extending the contract on a month-to-month basis so the services will not be interrupted is extremely important for the Duck Key residents.

PREVIOUS RELEVANT BOCC ACTION: On July 20, 2005, the BOCC approved a one (1) year agreement for security patrols and services to the Duck Key Security District . On October 19, 2005, the BOCC approved an Addendum for services to the Duck Key Security District. On November 16, 2005, the BOCC approved Addendum Two for services to the Duck Key Security District.

CONTRACT/AGREEMENT CHANGES: Extend agreement on a month-to-month basis, until bid proposals can be obtained and a new contract is approved.

STAFF RECOMMENDATIONS: Approval

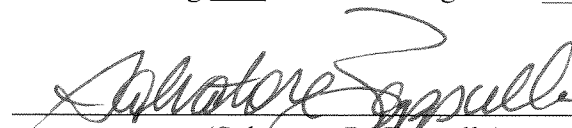
TOTAL COST: Approx. \$3,968 per month + \$800 to adv. **BUDGETED:** Yes X No

COST TO COUNTY : **SOURCE OF FUNDS :** Non Ad Valorem Spec. Assessment

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty  OMB/Purchasing  Risk Management

DIVISION DIRECTOR APPROVAL:


(Salvatore R. Zappulla)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Keys Security Inc. Contract #
 Effective Date: August 1, 2006
 Expiration Date: Month to Month

Contract Purpose/Description:
Extension of existing agreement on a month-to-month basis for security patrols and
services for the Duck Key Security District and to increase the hourly rate of \$15.00 to
\$16.00 per hour.

Contract Manager: Tina Boan 4472 OMB Stop # 1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 7/19/06 Agenda Deadline: 7/5/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ Approx. Current Year Portion: \$
\$3,968 per
month

Budgeted? Yes ☒ No ☐ Account Codes: 152-04501-530340-
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/6/06</u>
Risk Management	<u>7/6/06</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>M. Glavin</u>	<u>7/6/06</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>7/6/06</u>
County Attorney	<u>7/5/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/5/06</u>

Comments: Need GLI - General Liability - YLI - Vehicle liability
requirements added. (Requested an updated Liability Ins. fr.
contractor) &c.

CONTRACT EXTENSION

THIS Extension, is made and entered into this 19th day of July 2006, between the Monroe County Board of County Commissioners (COUNTY) and Keys Security Inc. (CONTRACTOR).

WITNESSETH:

WHEREAS, the contract between the parties dated July 20, 2005 will expire on July 31, 2006; and

WHEREAS, the parties desire to continue the services under the existing agreement with the new rate of \$16.00 per hour, on a month-to-month basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to renew the existing agreement as follows:

1. Effective August 1, 2006, the contract shall continue on a month-to-month basis.
2. To increase the hourly rate of \$15.00 to \$16.00 per hour.
3. In all other respects, the agreement entered July 20, 2005, as amended October 19, 2005, as amended November 16, 2005 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

ATTEST:

Danny L. Kolhage
Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of
County Commissioners

BY _____
Mayor Charles "Sonny" McCoy

KEYS SECURITY INC.

BY _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Natleene W. Cassel
NATILEENE W. CASSEL

ASSISTANT COUNTY ATTORNEY

Date 7/5/06

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.


The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

DANNY L. KOLHAGE
CLERK OF THE CIRCUIT COURT

DATE: November 23, 2005

TO: Salvatore Zappulla, Director
Office of Management & Budget

FROM: Pamela G. Hancock 
Deputy Clerk

At the November 16, 2005, Board of County Commissioner's meeting the Board granted approval and authorized execution of Addendum No. 2 to Contract between Monroe County and Keys Security, Inc. for services to the Duck Key Security District.

Enclosed is a duplicate original of the above-mentioned for your handling. Should you have any questions please feel free to contact our office.

cc: County Attorney
Finance
File✓

ADDENDUM TWO

THIS ADDENDUM is entered into this 17th day of November, 2005, between the Monroe County Board of County Commissioners (COUNTY) and Keys Security, Inc. (CONTRACTOR).

WHEREAS, on July 20, 2005, the parties entered into an agreement for security services for the Duck Key Security District; and

WHEREAS, said contract contained incomplete and inconsistent provisions regarding the billing rate; and

WHEREAS, said contract was amended October 19, 2005, to revise the payment allocation; and

WHEREAS, said contract needs to allow for additional payment in the months which contain thirty-one (31) days; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Paragraph 3.A.2) of the agreement dated July 20, 2005, as amended October 19, 2005, shall be amended to read:
 - 2) The invoice shall set forth the services provided in the preceding month, the number of hours worked, including any additional services and hours provided pursuant to request of the advisory board. The CONTRACTOR shall bill at the rate of \$15.00 per hour, with the maximum which can be paid per month under this agreement being \$3,720, even if the number of hours times the rate exceeds that amount.
2. In all other respects, the Agreement entered July 20, 2005, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

Attest:

By: *[Signature]*
Deputy Clerk
November 16, 2005

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor Charles "Sonny" McCoy

KEYS SECURITY, INC.

By: *[Signature]*

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date 11/18/05

FILED FOR RECORD
2005 NOV 23 AM 9:47
DANNY J. KOLHAGE
CLERK
MONROE COUNTY, FLA.

Clerk of The Circuit Court


Danny L. Kolhage

Office (305) 295-3130 Fax (305) 295-3663

Memorandum

*To: Sal Zappulla, Director
OMB*

Attn: Emie

*From: Isabel C. DeSantis, 
Deputy Clerk*

Date: Friday, November 04, 2005

At the BOCC meeting on October 19, 2005, the following was approved:

Addendum to Contract between Monroe County and Keys Security, Inc. for services to the Duck Key Security District.

Attached hereto is a duplicate original for your handling. Should you have any questions concerning the above, please do not hesitate to contact this office.

cc: County Attorney
Finance
File

ADDENDUM

THIS ADDENDUM is entered into this 19th day of October, 2005, between the Monroe County Board of County Commissioners (COUNTY) and Keys Security, Inc. (CONTRACTOR).

WHEREAS, on July 20, 2005, the parties entered into an agreement for security services for the Duck Key Security District; and

WHEREAS, said contract contained incomplete and inconsistent provisions regarding the billing rate; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Paragraph 3.A.2) of the agreement dated July 20, 2005, shall be amended to read:
 - 2) The invoice shall set forth the services provided in the preceding month, the number of hours worked, including any additional services and hours provided pursuant to request of the advisory board. The CONTRACTOR shall bill at the rate of \$15.00 per hour, with the maximum which can be paid per month under this agreement being \$3,640, even if the number of hours times the rate exceeds that amount.
2. Paragraph 2.04 g) of the agreement dated July 20, 2005, shall be amended to read:
 - g) Additional security services may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services shall be billed at the normal hourly rate specified in paragraph 3.A.2) of the agreement.
3. In all other respects, the Agreement entered July 20, 2005, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

Attest:

By: Label C. Dextantes
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar
Mayor Dixie Spehar

KEYS SECURITY, INC.

By: [Signature]

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Clerk of The Circuit Court

Danny L. Kolhage

Office (305) 295-3130 Fax (305) 295-3663

Memorandum

To: Dent Pierce, Director
Public Works Department

Attn: Ann Riger

From: Isabel C. DeSantis, Deputy Clerk *icd*

Date: Thursday, September 22, 2005

At the BOCC meeting on July 20, 2005 the Board granted approved the following item:

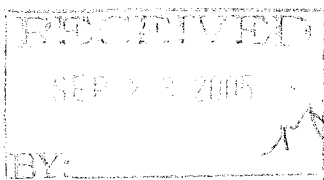
Contract between Monroe County and Keys Security, Inc. for \$43,680 per year/\$3,640 per month for security patrols and services in the Duck Key Security District.

Enclosed is a fully executed duplicate original for your handling. Should you have any questions concerning this matter, please do not hesitate to contact this office.

Copies: Finance
County Attorney
File

SEP 23 2005

omB



CONTRACT

THIS AGREEMENT, made and entered into this 20th day of July, 2005, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "Owner"), and Keys Security, Inc. (hereinafter called the "Contractor").

WHEREAS, The Duck Key Security Advisory Council is desirous of having a contractor for security patrols and services in the security district; and

WHEREAS, The Monroe County Board of County Commissioners as the governing body is authorized to enter into contracts on the Advisory Board's behalf; and

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the Owner and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with all required insurance documentation, the response to Request for Bid (RFB), and the RFB. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF THE WORK

The Contractor shall provide Security and Patrols service in the Duck Key Security District for the County. The Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide the services required under the contract resulting from this RFB process according to attachment A.

The Contractor shall provide the County with an annual report, and other statistical reports as are required by law.

- 1) The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of or have any contractual relationship with the County.
- 2) All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

B. Contractor's Financial Records

- 1) The Contractor shall maintain financial records in accordance with generally accepted accounting principles.
- 2) The Contractor shall also record and maintain statistical data concerning the security patrols and services, and such additional information as may be required by the County. A quarterly report shall be submitted to the County Administrator.
- 3) The Contractor shall retain all records pertaining to this contract for a period of five (5) years after the termination of this contract.
- 4) The County, the Clerk, the State Auditor General, and agents thereof shall have access to Contractor's books, records, and documents required by this contract for the purposes of inspection or audit during normal business hours, at the Contractor's place(s) of business.

C. Public Records and Open Meeting Laws.

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of the County, to comply, when applicable, with Florida public records and open meeting laws.

3. PAYMENTS TO THE CONTRACTOR

- A. Payment under this agreement shall not exceed \$43,680, and is subject to annual appropriation by the County.
- 1) The contractor shall submit to the County a monthly invoice for services provided during the preceding month with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.
 - 2) The invoice will include a record of employee time worked and will differentiate time worked at the normal rate, time worked at the premium rate and additional time worked at the request of the advisory board.
 - 3) Upon receipt of the contractor's invoice in the proper form as stipulated above and upon acceptance by the Clerk, Monroe County will make payment in accordance with the Florida Prompt Payment Act, Florida Statute 218.7.

4. TERM OF CONTRACT

The term of this contract is for one year, commencing on the 1st day of August, 2005, at 12:01 A.M. and ending on the 31st day of July, 2006 at 12:01 A.M. County has the option of renewing this contract for two (2) additional one-year terms. County shall provide Contractor at least thirty (30) days notice of its intent to renew.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the security district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor.

The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.
- D. The Contractor agrees that the County Administrator may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
- E. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

6. HOLD HARMLESS AND INSURANCE

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, GLS, GIR 1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department

7. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any

of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

8. ASSURANCE AGAINST DISCRIMINATION

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the County Court Administrative Judge. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

10. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

11. DISCLOSURE AND CONFLICT OF INTEREST

- A. Covenant Of No Interest. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.

B. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

C. No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12. NO CREDIT

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

13. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

and County Attorney
PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:

Simon Leird,
Keys Security, Inc
2860 Dolphin Drive
Marathon, FL 33050

14. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

15. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

16. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

17. LEGAL OBLIGATIONS AND RESPONSIBILITIES. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

18. TERMINATION

- A. The County may terminate this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

19. GOVERNING LAWS, VENUE.

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

20. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

21. ATTESTATIONS. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

22. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

23. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

24. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: Daniel C. DeSantis
Deputy Clerk 7-20-05

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: W. J. M. Spivey
Mayor/Chairman

(SEAL)

Attest:

By: _____

WITNESS

Title: _____

CONTRACTOR

By: J. M.

Title: OWNER

By: _____

WITNESS

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

9/24/05

Attachment A

GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.

Bidding Documents - The advertisement or invitation calling for qualifications, instructions, and forms contained in this Request for Bids (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The bid documents, agreement, addenda (which pertain to the contract documents), the Contractor's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contract Price - The moneys payable by the County to the Contractor under the contract documents as stated in the agreement.

Contract Time - The Contract shall be in force and binding on the County and the Contractor for a period of one (1) year from the effective date of the agreement.

Contractor - The person, firm, or corporation with whom the County has entered into the agreement.

Effective Date of the Agreement - The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice to the apparent successful bidder stating that upon compliance by the apparent successful Respondent/Bidder with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

Owner - The Monroe County Board of Commissioners with whom the Contractor has entered into the agreement and for whom the work is to be provided.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials and services required under the contract.

Written Amendment - A written amendment of the contract documents, signed by the County and the Contractor on or after the effective date of the agreement.

2.02 CONTRACTOR'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Records

The Contractor shall record and maintain statistical data concerning the security patrols and services. Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

2.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

2.03 SPECIFICATIONS

- a) The Contractor must submit to the owner a copy of its Class "B" operating license as defined and required under Florida Statute 493.
- b) All security personnel must have a Class "D" license as defined and required under Florida Statute 493.
- c) Security personnel must be screened for drug usage via a standard pre-employment urine drug test. The Duck Key Security District reserves the right to require periodic random drug testing of security personnel.

- d) An examination of each security person's driving record from every state where he or she has resided is required. A satisfactory driving record is required of all security personnel (not more than three tickets and/or accidents in the past five years and no instances of DUI or DWI.)
- e) Security personnel are specifically prohibited from carrying weapons of any sort to include but not be limited to firearms, batons (nightsticks,) stun guns and chemical weapons (i.e. Mace, pepper spray.)
- f) Security personnel do not have arrest or detention authority and must refrain from any action which may jeopardize a "legal" arrest by qualified law enforcement officers.
- g) Security vehicles (automobiles required) must be equipped with driver's side spotlight, amber flashing light, distinct logo prominently displayed preferably indicating "Duck Key Security" as allowed under present state licensing parameters, cellular telephone and two-way radio communication equipment allowing immediate communication with the contractor's base station.
- h) In no case shall security vehicles be operated at speeds beyond the local posted limits. Security vehicles are specifically prohibited from engaging in pursuit driving and/or high-speed response to emergencies.
- i) All security personnel will wear uniforms designed to closely resemble a police officer.
- j) Reflective, adhesive stickers will be provided by the Contractor for identification of vehicles of residents of the Duck Key Security District. The contractor shall also make guard hours and phone numbers available to residents for: guard, supervisors, and sheriff's office. Contractors will include telephone stickers with appropriate information to be available to all residents in the district.

2.04 SCOPE OF SERVICES

- a) The Contractor will provide on-site security services on the following schedule:
Daily 9:00 PM to 5:00 A.M. seven (7) days per week unless otherwise agreed to by the parties.
- b) A minimum of four (4) drive through circuits of the entire Duck Key Security on the four Residential Islands will be provided for each eight (8) hour shift.
- c) Up to 15 door checks per night only to residents requesting that such door checks be made. Door checks to be requested in writing. Address of door checks to be noted in daily report.
- d) Daily patrol reports made in duplicate, one copy will be delivered to a designee of the Duck Key Security Advisory Board and one copy to be retained by the Contractor.
- e) Security personnel will be expected to report any unusual activity, remove trespassers, quiet noisy parties, and direct emergency vehicle and/or traffic and question suspicious activity. Contact with the Monroe County Sheriff's office will be made anytime situations occur which, in the judgment of security personnel, fall outside these parameters or when obvious illegal activity has taken place.
- f) Excess water usage notifications found at unoccupied residences will be forwarded directly to the property owner by the contractor.
- g) Additional security services may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services shall be billed at the normal hourly rate as specified in the contract.

- h) The Duck Key Security District reserves the right to contract with other vendors or agencies from time to time for additional security services (i.e. Off-duty Sheriff's Deputies, Marine Patrol Officers or other private security providers.) Individual residents of the Duck Key Security District may also contract for additional security services either directly with the contractor or with a vendor of their choice.
- i) Security personnel will not enter an unoccupied residence without an accompanying Monroe County Sheriff's Deputy.
- j) Contractor to provide up to eight electronic check-in stations to be placed in mutually agreed locations through out the 4 Residential Islands to be activated each time a circuit is made.
- k) Patrol cars to display a sign "DUCK KEY SECURITY". Patrol cars to carry a first aid kit, throw able personal floatation device with suitable length of rope, fire extinguisher and a key for shutting off Aqueduct Authority residential water valve.
- l) Either party may cancel the contract upon 30 days written notice.

DRUG-FREE WORKPLACE FORM

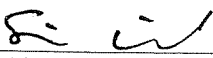
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Keys Security, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of this prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, of any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

JUNE 6, 2005
Date

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT Duck Key Security**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
Keys Security, Inc.**

Recognizing that the work governed by this contract involves providing of guards and other security services on or off County property, the Contractor's General Liability Insurance policy must extend to, and be no less restrictive, than an acceptable Law Enforcement Liability policy specifically providing coverage for intentional acts, which coverage must include any violation of the constitutional right of any person for damages and attorney's fees under any one or more of the following civil rights statutes: 42 USCA 1981, 42 USCA 1982, 42 USCA 1983, 42 USCA 1985, 42 USCA 1986 and 42 USCA 1988.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GLS

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT: Patrol and Security Services

BETWEEN
MONROE COUNTY, FLORIDA
AND
Keys Security, Inc.**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

01 WILLIAM A LEIRD
02 CHRISTINE A LEIRD

01 WILLIAM A LEIRD
02 CHRISTINE A LEIRD

YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *
01	PONTIAC	FIREBIRD	HBK 2D	10000	2G2FS22K412119429	21 W
00	FORD	FOCUS SE	WAG 4D	7000	1FAFP3637YW366044	13 P

Vehicle(s) described herein is principally garaged at the above address unless otherwise indicated.

23 MARATHON FL 33050-2862


This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

VERAGES		LIMITS OF LIABILITY		VEH 22 6-MONTH		VEH 23 6-MONTH		VEH		VEH	
("ACV" MEANS ACTUAL CASH VALUE)				D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
A - LIABILITY											
ODILY INJURY	EA PER \$	50,000									
	EA ACC \$	100,000			59.48		98.02				
PROPERTY DAMAGE	EA ACC \$	50,000			38.66		63.95				
B - MEDICAL PAYMENTS											
	EA PER \$	50,000			17.53		31.88				
B - PERSONAL INJURY PROTECTION											
MAXIMUM BENEFITS	\$10,000				25.89		41.97				
- UNINSURED MOTORISTS											
STACKED											
ODILY INJURY	EA PER \$	50,000									
	EA ACC \$	100,000			34.96		56.10				
D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV				76.74		70.54				
COLLISION LOSS	ACV LESS D 100	120.94			120.94		138.12				
INCREASED RENTAL REIMBURSEMENT					18.00		18.00				
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)											

23 ADDNL INTEREST - CO-OWNER CHRISTINE A LEIRD AND/OR MICHEAL HOGARTH,
RATHON, FL ENDT A073 APPLIES
PAYEE
22 KEYS FCU, KEY WEST FL

IRSEMENTS: ADDED 03-27-05 - A073(04) 5100FL(01)
 .IN IN EFFECT(REFER TO PREVIOUS POLICY)- A143FL(01)
 RMATION FORMS(NOT PART OF POLICY)- 1465(01) 55FL(03) 50FL(02) 508A(05)
 0000000 0000000

ITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by
Attorney-in-Fact on this date FEBRUARY 10, 2005

UNTERSIGNED BY 
ROBERT E. HOYLAND

Robert G. Davis
Attorney-in-Fact

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
<u>General Liability</u>	<u>\$1,000.</u>
_____	_____
_____	_____

Liability policies are X Occurrence _____ Claims Made

Universal Ins Agency Inc.
Insurance Agency

Beth Morgan CSR
Signature:

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

KEYS SECURITY
Bidder

[Signature]
Signature

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ Key's Security, Inc. _____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(Signature)

(Date)

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Simon Heide who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 6th day of June, 2005.



Michele T. Secontine
Commission # DD147683
Expires Sep. 4, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

My commission expires: _____

ISSUE DATE:

01/20/04

FLORIDA DEPARTMENT OF EDUCATION
Charles H. Bronson
Commissioner
DIVISION OF LICENSING

LICENSE NO.
B 2000155

AUDIT CONTROL NO.

330377

THE AGENCY OR SCHOOL
NAMED BELOW IS LICENSED AND REGULATED
UNDER THE PROVISIONS OF CHAPTER 498, FLORIDA STATUTES, FOR
THE PERIOD EXPIRING JAN 17, 2007

SECURITY AGENCY

KEY'S SECURITY INC.
MORRIS SECURITY
2860 DOLPHIN DRIVE
MARATHON, FL 33050

LEIRD, CHRISTINE A.
PRESIDENT
LEIRD, WILLIAM A.
VICE PRESIDENT
LEIRD, WILLIAM A.
SECRETARY

Charles H. Bronson
Commissioner

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
CHARLES H. BRONSON
COMMISSIONER
DIVISION OF LICENSING


ISSUE DATE: 12/27/04

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING JANUARY 04, 2007

SECURITY OFFICER SCHOOL/TRAINING FACILITY

KEYS SECURITY INC.
2860 DOLPHIN DRIVE
MARATHON, FL 33050

LICENSE NO. DS2100041


CHARLES H. BRONSON
COMMISSIONER

NON-COLLUSION AFFIDAVIT

I, Simon Leird of the city of Marathon
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Simon Leird
of the firm of Key's Security, Inc.
the bidder making the Proposal for the project described in the Notice for Calling for bids for:
SECURITY PATROLS AND SERVICES FOR DUCK KEY SECURITY DIST.
and that I executed the said proposal with full authority to do so:
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Simon Leird
(Signature of Bidder)

June 6, 2005
(Date)

STATE OF: FLORIDA

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Simon Leird
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided
above on this 6th day of June 2005.



Michele T. Secontine
Commission # DD147688
Expires Sep. 4, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

W. D. O'Quinn
NOTARY PUBLIC

My Commission Expires: Sept. 4, 2006

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: AT 11:00 AM JUNE 14, 2005

TITLE: SECURITY PATROLS & SERVICES FOR DUCK KEY

RESPONDENT	BID BOND	TOTAL PRICE
MAJESTIC SECURITY & INVESTMENTS	N/A	\$51,100.00 PER YEAR \$ 4,258.33 PER MONTH
KEMP SECURITY INTERNATIONAL	N/A	\$ 60,000.00 PER YEAR \$ 5,000.00 PER MONTH
KEYS SECURITY INC.		\$ 43,680.00 PER YEAR \$ 3,640.00 PER MONTH
DIAMOND DETECTIVE AGENCY, INC.		\$ 58,335.14 PER YEAR \$ 4,861.26 PER MONTH

Bid Committee Present: Carlos Victorres - Purchasing Office
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victorres - senior buyer